

THE STATE OF TEXAS           §

THE COUNTY OF TRAVIS       §

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR  
VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS  
TO TRANSPORTATION IMPROVEMENT  
PROJECTS WITH NO REQUIRED MATCH**

**THIS AGREEMENT IS MADE BY AND BETWEEN** the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and City of Frisco, acting by and through its duly authorized officials, hereinafter called the Local Government.

**WITNESSETH**

**WHEREAS**, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

**WHEREAS**, Texas Government Code Chapter 791 and Texas Transportation Code §201.209 and Chapter 221, authorizes the State to contract with municipalities and political subdivisions; and,

**WHEREAS**, Commission Minute Order Numbers 111030 and 001112 authorize the State to undertake and complete a highway improvement generally described as the widening of a two (2) lane undivided facility to a six (6) lane divided facility; and,

**WHEREAS**, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as left turn lanes hereinafter called the "Project"; and,

**WHEREAS**, Transportation Code, §201.209 allows the State to enter into an interlocal agreement with a Local Government; and,

**WHEREAS**, the State has determined that such participation is in the best interest of the citizens of the State;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

**AGREEMENT**

**Article 1. Time Period Covered.** The period of this LPAFA is as stated in the MAFA, without exception.

**Article 2. Project Funding and Work Responsibilities.** The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by

payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

**Article 3. Payment of Funds.** Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

**Article 4. Right of Access.** If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

**Article 5. Adjustments Outside the Project Site.** The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

**Article 6. Responsibilities of the Parties.** Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

**Article 7. Document and Information Exchange.** The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local entity creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**Article 8. Inspection and Conduct of Work.** Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

**Article 9. Increased Costs.** Increased cost will be under the conditions as provided for in the MAFA, without exception.

**Article 10. Maintenance.** Project Maintenance will be under the conditions as provided for in the MAFA, without exception.

**Article 11. Termination.** Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

**Article 12 Notices.** Notices of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Local Government: City of Frisco  
Attn: Director of Engineering  
George A. Purefoy Municipal Center  
6101 Frisco Square Blvd., 3<sup>rd</sup> Floor  
Frisco, TX 75034

**Article 13. Sole Agreement.** Sole Agreement of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

**Article 14. Successors and Assigns.** The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

**Article 15. Amendments.** Amendments to this LPAFA shall be made as described in the MAFA, without exception.

**Article 16. Incorporation of Master Agreement Provisions.** This LPAFA incorporates all relevant provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

**Article 17. State Auditor.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**Article 18. Insurance.** If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**Article 19. Debarment Certification.** The Local Government shall not contract with any person that is suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

CSJ # 2351-01-013  
District # 18  
Code Chart 64 # 15400  
FM 2478: From Stonebridge  
To US 380  
Collin County

**Article 20. Signatory Warranty.** The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

**IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT** have executed duplicate counterparts to effectuate this agreement.

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_  
William L. Hale, P.E.  
Dallas District Engineer

Date \_\_\_\_\_

**THE LOCAL GOVERNMENT**

Name of the Local Government City of Frisco

By \_\_\_\_\_

Date \_\_\_\_\_

Typed or Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

## Attachment A

### Payment Provision and Work Responsibilities

The Local Government will pay for the cost of the left turn lanes on FM 2478 from Stonebridge to US 380, which are on-system locations. Based on the funding Category 7, the Local Government's participation is 100% of the cost of this particular improvement. The Local Government's estimated cost of this additional work is \$132,000.00, including construction items, and engineering and contingencies. The State has estimated the project to be as follows:

Description	Total Estimate Cost	State/Federal Participation		Local Participation	
		%	Cost	%	Cost
Construction	\$120,000.00	0%	\$0.00	100%	\$120,000.00
Subtotal	\$120,000.00		\$0.00		\$120,000.00
Direct State Costs (including plan review, inspection and oversight)	\$12,000.00	0%	\$0.00	100%	\$12,000.00
Indirect State Costs (no local participation required except for service projects)	\$0.00	0%	\$0.00	100%	\$0.00
<b>TOTAL</b>	<b>\$132,000.00</b>		<b>\$0.00</b>		<b>\$132,000.00</b>

**Direct State Cost will be based on actual charges.**

**Local Government's Participation (100%) = \$132,000.00**

This is an estimate only, final participation amounts will be based on actual charges to the project.

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government.

### Schedule of Payments

Sixty (60) days prior to letting of the Project, the Local Government will remit a check or warrant payable to the "Texas Department of Transportation Trust Fund" in the amount of **\$132,000.00** to be used toward construction costs of the Project.